

**DECLARATION**

I, Richard Brown, declare that:

1. I am the sole inventor and owner of U.S. Patent No. 6,079,668 ("the '668 patent"), entitled PORTABLE HELIPAD, which issued on June 27, 2000, and which was filed on January 15, 1998 as U.S. Patent Application No. 09/007,616 ("the '616 application").
2. I am the President of Touchdown Enterprises, Ltd. ("Touchdown Enterprises"), which has a current business address of 4130 Gartley Point Road, Courtenay B.C. Canada V9N 9T3.
3. Touchdown Enterprises provides portable helipads of the type disclosed in the '668 patent.
4. A Canadian law firm, Barrigar & Moss, represented me at the time of filing the '616 application. Specifically, Ted Urbanek of Barrigar & Moss instructed United States attorneys of the law firm Merchant Gould Smith Edell Welter & Schmidt to file the '616 application.
5. Barrigar & Moss was located at 1066 West Hastings Street, Vancouver BC, Canada V6E 3X1 when the '616 application was filed.
6. On January 22, 1999, Ted Urbanek of Barrigar & Moss sent me a letter, which mentioned that maintenance fees would be due at 3.5, 7.5, and 11.5 years after a patent is granted. However, after the '668 patent issued, I did not receive any communications from Barrigar & Moss regarding maintenance fees for the '668 patent.
7. I relied on Barrigar & Moss attorneys to provide guidance in the prosecution of the '616 application, and after the '616 application issued as the '668 patent, I relied on Barrigar & Moss to provide guidance as to payment of the issue fee and maintenance fees for the '668 patent.
8. Upon information and belief, Barrigar & Moss dissolved sometime after January 22, 1999.
9. I was unaware that Barrigar & Moss had dissolved until April, 2012.

10. On January 28, 2004, the USPTO sent a Maintenance Fee Reminder to 552 Ash Street, Campbell River, B.C., Canada V9W 5X2 stating that the fourth year maintenance fee for the '668 patent was due.
11. As a result of receiving the reminder referred to above in paragraph (10), I paid the fourth year maintenance fee for the '668 patent on February 24, 2004.
12. On June 25, 1999, a First Correspondence Address Change Request was filed with the United States Patent and Trademark Office ("USPTO") for the '616 application, and this First Correspondence Address Change Request requested a change in the correspondence address for the '616 application from:

**Barrigar & Moss  
1066 West Hastings Street  
Vancouver BC, Canada V6E 3X1**

to:

**Touchdown Enterprises, Ltd.  
P.O. Box 801  
Gold River, B.C., Canada V0P 1G0**

13. On or about February, 2000, Touchdown Enterprises changed its business address to 552 Ash Street, Campbell River, B.C., Canada, V9W 5X2.
14. On May 16, 2000, a Second Correspondence Address Change Request was filed with the USPTO for the '616 application, and this Second Correspondence Address Change Request requested a change to the correspondence address for the '616 application from:

**Touchdown Enterprises, Ltd.  
P.O. Box 801  
Gold River, B.C., Canada, V0P 1G0**

to:

**Touchdown Enterprises, Ltd.  
552 Ash Street  
Campbell River, B.C., Canada V9W 5X2**

15. On or about November, 2006, Touchdown Enterprises, Ltd. changed its business address to 4130 Gartley Point Road, Courtenay B.C. Canada V9N 9T3.

16. On or about November, 2006, a Third Correspondence Address Change Request was filed with the USPTO, and this Third Correspondence Address Change Request requested a change to the correspondence address for the '668 patent from:

**Touchdown Enterprises, Ltd.  
552 Ash Street  
Campbell River, B.C., Canada V9W 5X2**

to:

**Touchdown Enterprises, Ltd.  
4130 Gartley Point Road  
Courtenay, B.C. Canada V9N 9T3.**

17. Upon information and belief, the Third Correspondence Address Change Request (referred to above in paragraph (17) was filed in the same manner as the First and Second Correspondence Address Change Requests referred to above in paragraphs (13) and (15).
18. It appears that the USPTO did not change the correspondence address for the '668 patent in response to the Third Correspondence Address Change Request.
19. Instead, the correspondence address for the '668 patent listed on [www.uspto.gov](http://www.uspto.gov) currently reads "Touchdown Enterprises, Ltd. 552 Ash Street, Campbell River, B.C. Canada V9W 5X2".
20. I never received a reminder that the eighth year maintenance fee was due for the '668 patent from either Barrigar & Moss or the USPTO. Similarly, no one affiliated with Touchdown Enterprises received such a reminder.
21. My wife and I paid the Canadian Post Office for mail to be forwarded from the Campbell River, B.C. address (listed above in paragraph (13)) to the Courtenay, B.C. address (listed above in paragraph (15)). However, neither I nor anyone affiliated with Touchdown Enterprises received any forwarded mail with a reminder that the eighth year maintenance fee was due for the '668 patent.
22. On or about April 25, 2012, I first discovered that the eighth year maintenance fee for the '668 patent had not been paid and that the '668 patent had since gone abandoned.
23. On or about April 26, 2012, my wife placed a telephone call to the USPTO to inquire as to how to revive the '668 patent. During the phone call, USPTO personnel told my wife that a Petition to Accept an Unavoidably Delayed Payment of a Maintenance Fee in an Expired Patent ("the Petition") would need to be filed for revival of the '668 patent.
24. On April 27, 2012, I spoke with John Dawson & Thomas Vesbit of Harness, Dickey & Pierce, PLC to request their help in preparing and filing the Petition referred to above in paragraph (23).

25. John Dawson and Thomas Vesbit told me that they would have to conduct a conflict check before they could commit to representing me in this matter and that, assuming there would be no conflict-of-interest in representing me, they would prepare the Petition as soon as their schedules permitted.
26. I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.



Richard Brown

President, Touchdown Enterprises, Ltd.

MAY 17<sup>th</sup>/2012  
Date

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